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Contract no 1675

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#4 Draft 1992 Contract

CONTRACT

TOWNSHIP OF DELANCO

AND DELANCO POLICE DEPARTMENT

One Year Contract

January 1, 1992 to December 31, 1992

ARTICLE I - RECOGNITION OF REPRESENTATIVES

The Township of Delanco (hereinafter referred to as the Township recognizes Lawrence C. Stearns, George N. Sacalis, Brian Prior, Kevin M. Russell, Gary Pippin and Edward J. Graham as the duly elected representatives of the subordinate officers, patrolmen and sergeants of the Delanco Police Department and agrees to deal with them as bargaining agents.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limitation, the following rights:

- A. To the executive and management and administrative control of the Township government and its properties and facilities, and the activities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 2. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Township, and the adoption of the rules, policies, regulations and practices in furtherance thereof, and the use of judgement and discretion in entering and interpreting this agreement, shall prevail, except as same may be limited by the Constitutions and laws of the State of New Jersey and of the United States.

ARTICLE III - HOURS OF WORK

Section 1. For payroll purposes, the normal hours of work for employees of the Police Department shall be based on a twenty-eight day cycle and one hundred sixty hour work period. Scheduling of patrol officers shall be a management prerogative left to the discretion of the Chief of Police, in accordance and consistent with the Township's rights as referred to in the preceding Article, and shall consist of three work shifts, each containing a maximum of twelve hours.

Section 2. In order to deal with matters involving a great public inconvenience or a public threat, the Township reserves the right to re-schedule personnel during the work cycle on a temporary basis to best meet the situation.

ARTICLE IV - HOLIDAYS

Section 1. The following days shall be celebrated as paid holidays by all members of the Police Department:

| | |
|--------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Washington's Birthday | 8. Veterans' Day |
| 3. Good Friday | 9. Columbus Day |
| 4. Easter Sunday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Eve |
| 6. Independence Day | 12. Christmas Day |

Section 2. In addition to those holidays previously listed, each member of the Police Department shall receive two working days as personal holidays to be taken off at the officer's discretion, with the approval of the Chief of Police (or any officer empowered to act on the Chief's behalf). No additional monetary compensation shall be paid in the event these holidays are not utilized.

Section 3. Recognizing that the employees of the Police Department are engaged in a continuous operation, which does not normally permit the celebration of holidays, each employee shall be paid for the number of holidays listed in Section 1 during the month of November in each year of the contract. This provision applies only to full-time employees and this section shall not apply to those holidays listed in Section 2 of this Article.

ARTICLE V - ANNUAL LEAVE

Section 1. Each member of the Police Department shall be entitled to annual leave in proportion to the years of service and estimated in the following manner:

| | |
|---------------------------|----------------------|
| From one to five years | 12 days or 96 hours |
| After five to ten years | 15 days or 120 hours |
| After ten to twenty years | 20 days or 160 hours |
| After twenty years | 25 days or 200 hours |

Section 2. Annual leave not used in a calendar year may be saved and used the following year. Only one year's accumulated leave may be saved, however, and if accumulated leave is not used by December 31 of the year, it will be deducted from the employee's leave account. Any exceptions to this rule must be approved by the Township Committee.

ARTICLE VI - SICK LEAVE

Section 1. Upon separation from the Police Department, an employee who has not used his accumulated sick leave, shall be entitled to a cash settlement equal to 50% (1/2) of the number of sick days he has accumulated. Due to budgetary limitations and the impact which payment of the cash settlement provided by this section to retiree would have on the fiscal affairs of the community, the Township shall have the right to postpone the

payment of the settlement provided by this section to retiree until one (1) month after the final adoption of the Municipal Budget in the post-incurrence year to enable the Township to pay out of the next ensuing budget the funds provided for under this section.

Section 2. Sick leave will be paid only when an employee or a member of his immediate family, notifies his supervisor of his absence prior to his starting time.

Section 3. Employees may use sick leave, with the approval of the Chief of Police, for absence due to illness, injury or exposure to contagious disease which could be communicated to other employees. If the Chief of Police has reason to believe that any employee is abusing the sick leave provision, he may place the employee on notice that the employee shall be required to supply a medical doctor's certificate of cause for any future claimed sick leave. The Township shall establish an annual physical program to be paid for by the Township which shall require that each officer takes and pass a physical examination to determine that they are physically fit to perform the duties of their office.

Section 4. All full-time members of the Police Department shall be granted sick leave as outlined in the Civil Service Rules and Regulations. Any person covered by the provisions of this contract who becomes sick or injured in the line of duty shall be granted full pay until the beginning of Workmen's Compensation benefits. Such time shall not be credited against his sick leave account. Any money received under Workmen's Compensation,

however, excluding claim settlements shall be reimbursed to the Township to the extent it represents funds paid by Workmen's Compensation benefits, and the Township agrees to pay the employees covered by this contract the difference between Workmen's Compensation benefits and their full base salary for a period not to exceed one year from the date in which the employee becomes sick or injured in the line of duty.

Section 4a. Sick leave shall be deducted from the Employee's accrued sick leave at the rate of one day for each work day, irrespective of the number of hours contained within the Employee's work day.

Section 5. During the period of disability, the Township reserves the right, at such times and under such circumstances as are reasonable, to require a person covered under the provisions herein to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work, the Township shall cease paying said employee unless he returns to work. In the event the employee is dissatisfied with the Township's physician's opinion, he may (at his own expense) seek a second opinion. Both the Township and the Police Department agree that the Township shall obtain from the Burlington County medical society a list of five physicians qualified in the area of expertise covering the employee's medical condition, and said list shall be submitted to the employee within forty-eight hours of receipt. Within forty-eight hours of submitting the list to the employee, both the Township and the employee shall select and rank in order of preference three

physicians from the list. If only one physician is the same on both lists, said physician shall be selected for a third opinion. If more than one physician is on both lists, the Township is to determine which of the duplicate physicians the employee is to consult to obtain a third opinion. If the third opinion supports the employee's contention, the Township shall pay for the third opinion and reimburse the employee for the second opinion. If the third opinion supports the Township's physician's contention, however, then the employee shall pay for the third opinion. The decision of the third physician shall be final and binding on all parties.

Section 6. In the event that an employee shall receive compensation from the Township as set forth in Section 4 of this Article and subsequently be determined not to be eligible for Workmen's Compensation benefits, the funds paid by the Township shall be deducted from the funds due to the employee from the Township.

ARTICLE VII - MEDICAL INSURANCE

The Township shall provide medical insurance coverage as follows: HIP/Rutgers Health Plan or US Healthcare. The Township agrees to provide a family Prescription Plan for all full-time members of the Police Department, effective January 1, 1990. In addition, all full-time permanent members of the Police Department shall be insured for \$10,000.00 under an accident policy paid by

the Township, with benefits under this policy to be paid to the employees or their designates.

In the event that an employee covered under the provisions of this contract takes a total disability retirement based on an injury sustained in the line of duty, the Township agrees to continue to pay for HIP/Rutgers Health Plan or US Healthcare coverage for a period of two years from the date that the employee was totally disable, or until eligible for Medicare, whichever comes first. Further, the Township agrees to pay fully for the HIP/Rutgers Health Plan or US Healthcare coverage for a period of five years from the date that an employee has retired after twenty-five years or more of continuous service with the Township of Delanco. After this initial period of five years, the Township agrees to pay one-half of the cost for providing the same HIP/Rutgers Health Plan or US Healthcare coverage until age 65. The above benefits shall not apply if the employee involved obtains other covered employment. The aforesaid benefits and payments shall be subject to all conditions set forth within existing policies and payments shall be subject to all conditions set forth within the existing policies at the time of disability or retirement. In the event an employee shall retire, either upon a disability as set forth within this paragraph or after twenty-five or more years of continuous service, the Township agrees to turn over the beneficial ownership of the \$10,000 life policy provided, however, that subsequent payment of the premiums shall be made by the employee and also provided that the particular insurance carrier involved agrees.

ARTICLE VIII - COLLEGE CREDITS

Each member of the Police Department who wishes to obtain college credits in a field related to law enforcement shall be entitled, as an additional yearly compensation, to the sum of \$20.00 for each semester hour of college credits obtained, provided that the maximum sum payable to any one officer who has not obtained a degree during any one year under this category shall be \$800.00. The maximum sum payable to any one officer who has earned a degree in a field related to law enforcement during any one year under this category shall be \$1,200.00. Before payment, each officer shall furnish a transcript of his successful completion of the course with a C or better average, or proof that a degree has been obtained. The money required under this Article shall be paid during the month of December of each year of the contract.

ARTICLE IX - UNIFORM ALLOWANCE

The Township agrees to budget annually a sum of money to be used by the Police Department for the purchasing of uniforms for its officers. The sum so budgeted shall represent **seven hundred and fifty \$750.00 dollars** per uniformed member of the Police Department for the purchase of uniforms, and purchases made against these accounts shall be on vouchers except where otherwise approved by the Township Auditor for clothes purchased. It is

further agreed that uniforms will be cleaned at the Township's expense at a location picked by the Township, and shoes are to be considered part of the uniform. The Township agrees to establish a petty cash fund for the Police Department to expedite the payment of vouchers required under this provision.

ARTICLE X - FALSE ARREST & LIABILITY INSURANCE

Each member of the Police Department shall be insured against false arrest or civil liability up to one million dollars.

ARTICLE XI - RETIREMENT COVERAGE

Each member of the Police Department will be enrolled in the New Jersey Police and Firemen Retirement System.

ARTICLE XII - OVERTIME

SECTION 1. Overtime shall be based on the 28 day cycle as stated in Article III. All members of the Police Department shall be paid overtime at the rate of one and one-half times their hourly rate for all hours worked in excess of 160 hours.

Any employee who is called into work, when not scheduled, shall be guaranteed a minimum of two hours (2) overtime pay.

Any employee attending court, while off-duty, shall be guaranteed a minimum of four (4) hours overtime pay.

Section 2. In addition to his base pay, an officer within the Police Department, with the exception of a Special Police Officer, shall be allowed a shift differential at the rate of thirty cents per hour for work during the 3:00 p.m. to 7:00 a.m. shift.

Section 3. In the event the Township receives grants for law enforcement purposes that specifically cover overtime pay, the Township will utilize the funds so allocated for overtime compensation.

ARTICLE XIII - SALARIES AND WAGES

A. The salaries within the Police Department are to be set for the year 1992 in accordance with Schedule A attached hereto and incorporated herein by reference. It is the intent of the parties, that the base salaries of each unit member for 1992, shall be increase by five and one half (5 & 1/2 %) percent over that respective unit member's 1991 base salary.

B. At the request of the Delanco Township Police Association and as approved by the Delanco Township Committee, commencing with the 1993 year, all longevity and holiday pay obligation shall be combined with each and all unit member's base salary for the purpose of pension reports and deductions.

The resulting combined base salary with longevity and holiday pay shall be paid out as base salary on a weekly basis with normal and ordinary pension deductions being taken from the combined total.

This system shall continue unless modified in the future in accordance with applicable law.

ARTICLE XIV - NO CONFLICTING PROVISION

In the event that any portion of this contract shall be held in violation of any Federal or State regulations, or Civil Service Rules and Regulations, that provision shall be deleted from the contract and the balance of the contract shall remain in full force and effect as if said provision had not been included herein.

ARTICLE XV - LONGEVITY

Section 1. Longevity will be paid to the employees covered by this contract in accordance with this Article.

Section 2. Longevity shall be paid for each officer so entitled in two installments, the first occurring during the first pay period in June and the second occurring during the first pay period in December. Anyone entitled to longevity shall have completed by January 1 of the year of entitlement the necessary years of service or longevity stated as a percentage of his annual salary and shall be prorated to deduct those months during the

year that the officer did not qualify for longevity. (Example: An officer has seven years of service on March 31. The end of seven years service equals three percent longevity. The officer's salary multiplied by three quarters equals the longevity pay for the year of entitlement).

Section 3. An officer at the end of the years of service hereinafter stated shall be entitled to a payment equal to the percentage of his base pay as hereinafter provided:

| <u>End of Years of Service</u> | <u>Percentage</u> |
|--------------------------------|---|
| 5 years | 2% |
| 7 years | 3% (The above percentage plus 1%) |
| 12 years | 5% (The above percentage plus 2%) |
| 20 years | 7% (The above percentage plus 2%) Effective January 1, 1990 |

ARTICLE XVI - ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and no collateral writing or oral statement shall supersede any of its provisions.

ARTICLE XVII - SEVERABILITY

Section 1. In the event that any provision of this agreement shall be determined by competent authority to be invalid or unenforceable for any reason, the remainder of the provisions of this agreement shall not be affected thereby, but shall continue in full force and effect.

Section 2. It is specifically agreed that in the event any provision finally declared to be invalid or unenforceable, the parties shall meet within thirty days of written notice by either party to the other to negotiate concerning the modifications or revisions necessitated by such declaration.

Section 3. It is further agreed that this is a fully bargained-for contract and that all terms and conditions herein have been the product of collective bargaining negotiations, and that there are no other understandings or agreements except those set forth in this contract.

ARTICLE XVIII - PERIOD OF CONTRACT

Section 1. This contract shall cover the period from **January 1, 1992 to midnight, December 31, 1992.**

Section 2. The provisions of this contract shall become effective when proper ordinances of the Township are adopted, or upon signature of this contract, whichever shall last occur. If an ordinance is required to implement any portion of this

contract, the Township agrees to adopt such an ordinance as soon as practicable.

ARTICLE XVIX - EXECUTION OF AGREEMENT

In executing this agreement, the Police Department has been made aware of its responsibilities, both individually and collectively, under this agreement at a regularly scheduled meeting of the Police Department, and by an affirmative vote of a majority of the membership of the Police Department, the individuals executing this agreement have been authorized by the membership to take such action.

ARTICLE XX - GENDER IMMATERIAL

The provisions of this contract apply equally to female employees as to male and use herein of the masculine pronoun is for convenience only and applies with the same force and effect to female employees, gender being immaterial.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seal this 12TH of OCTOBER, in the year of
Our Lord 1992.

ATTEST:

TOWNSHIP OF DELANCO

Roseann M. Lameiras

ROSEANN M. LAMEIRAS
Administrator/Clerk

BY Richard M. Mueller
RICHARD M. MUELLER
Mayor

DELANCO POLICE DEPARTMENT

BY Lawrence C. Stearns
LAWRENCE C. STEARNS

George N. Sacalis

GEORGE N. SACALIS

Brian Prior

BRIAN PRIOR

Kevin M. Russell

KEVIN M. RUSSELL

Gary Pippin

GARY PIPPIN

Edward J. Graham

EDWARD J. GRAHAM

SCHEDULE A

For 1992

| | | |
|----|--------------|----------|
| 1. | Lt. Stearns | \$38,190 |
| 2. | Sgt. Sacalis | \$36,011 |
| 3. | Sgt. Prior | \$36,011 |
| 4 | Ptl. Russell | \$33,027 |
| 5. | Ptl. Pippin | \$33,027 |
| 6. | Ptl. Graham | \$31,257 |

NOTE: The present contract calls for newly appointed sergeants to reach the salary of the top sergeant after three years. The length of time for a newly appointed patrolman to reach the salary of the top patrolman is set at five years.